

THE HONORABLE KYMBERLY K. EVANSON

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED FINANCIAL CASUALTY  
COMPANY, a foreign insurance company;

Plaintiff,

v.

TRUYEN NGUYEN, an individual, YUSUF  
ADEM HEYI and JANE/JOHN DOE HEYI,  
individual and as a marital community,  
TRIPLE9 EXPRESS, LLC, a foreign limited  
liability company, and DELIVERY  
EXPRESS, INC., a Washington corporation;

Defendants.

No. 2:23-CV-287-KKE

**STIPULATION AND ORDER OF  
VOLUNTARY DISMISSAL OF  
DEFENDANT DELIVERY EXPRESS**

United Financial Casualty Company (hereinafter “UFCC”) and Defendant Delivery  
Express, Inc. (Delivery Express) agree and stipulate as follows:

1. Delivery Express agrees to be bound by the coverage decision(s) or coverage  
ruling(s) made by the Court and/or jury in this action, or a higher court if an appeal is made  
regarding the UFCC Washington Commercial Auto Policy, Claim No. 22-3180119, Policy  
No. 01522268-001 (effective 6/9/2020 – 12/9/2020). Delivery Express acknowledges and  
agrees that it has been provided with the opportunity to consult with counsel and that its

representatives have signed this Stipulation free from any duress or undue influence on the part of UFCC.

2. In consideration of this agreement, UFCC agrees to dismiss Delivery Express as a party defendant from its Complaint, without prejudice, and without fees or costs to either party.

DATED this 17<sup>th</sup> day of January, 2024.

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*Counsel for Defendant Delivery  
Express*

II. ORDER

Based on the foregoing stipulation, it is hereby Ordered as follows:

1. Defendant Delivery Express will be bound by the coverage decision(s) or coverage ruling(s) regarding coverage for claims arising from UFCC's litigation against UFCC's policyholder Triple9 Express LLC under UFCC Washington Commercial Auto Policy, Claim No. 22-3180119, Policy No. 01522268-001 (effective 6/9/2020 – 12/9/2020) made by the Court and/or jury in this action, or higher court if an appeal is made.

2. All claims in this action against Defendant Delivery Express are hereby DISMISSED without prejudice, and without fees or costs to either party.

DATED: January 17, 2024.



Kymberly K. Evanson  
United States District Judge

Presented By:

LEATHER LAW GROUP

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